

Founded in 1852  
by Sidney Davy Miller

Sidney T. Miller (1864-1940)  
George L. Canfield (1866-1928)  
Lewis H. Paddock (1866-1935)  
Ferris D. Stone (1882-1945)

**MARK K. SCHRUPP**  
TEL: (313) 496-7682  
FAX: (313) 496-8452  
E-MAIL: schrupp@millercanfield.com

# MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL: (313) 963-6420  
FAX: (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Howell • Kalamazoo  
Lansing • Monroe • Troy

New York, N.Y.  
Washington, D.C.  
POLAND: Gdynia  
Katowice • Warsaw

AFFILIATED OFFICE:  
Pensacola, FL



May 19, 2001

Mr. Vernon A. Williams, Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

MAY 21 '01 3:27 PM

**SURFACE TRANSPORTATION BOARD**

Dear Mr. Williams:

In accordance with 49 U.S.C. §11301, we submit herewith for recording with the Surface Transportation Board original and one copy of the document described below.

This document is a supplemental indenture, dated March 15, 2001, and is a "secondary document". The primary document to which this is related is the Mortgage and Deed of Trust dated as of October 1, 1924 which was most recently supplemented with a document assigned the recordation number 5485-XXXX. We request that this supplemental indenture be cross-indexed.

The names and addresses of the parties related to the document are as follows:

Mortgagor

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Mortgagee

First Chicago Trust Company of New York  
14 Wall Street  
New York, New York 10005

The recordation fee of \$28.00 is enclosed. After recordation, please return the counterparts not needed by the Board, stamped with the Board's recordation date, to the undersigned at the above addressed.

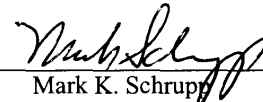
A short summary of the document for use in the index follows:

A supplement to the original Mortgage and Deed of Trust dated October 1, 1924 providing for the General and Refunding Mortgage Bonds, 2001 Series BP, due September 1, 2011.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

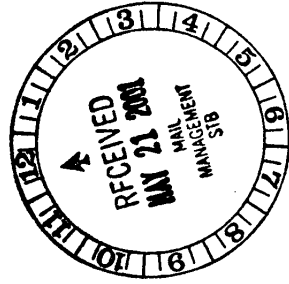
By:   
Mark K. Schrupp

DELIB:2235975.1\060542-00464

RECORDED IN 5485-YYYY FILED

MAY 21 '01 3-27 PM

SURFACE TRANSPORTATION BOARD



Executed in 40  
Counterparts of which  
this is Counterpart No. 31.

THE DETROIT EDISON COMPANY

(2000 Second Avenue,  
Detroit, Michigan 48226)

TO

FIRST CHICAGO TRUST COMPANY  
OF NEW YORK

(14 Wall Street,  
New York, New York 10005)

AS TRUSTEE

---

**Indenture**

*Dated as of May 1, 2001*

---

Supplemental to Mortgage and Deed of Trust

Dated as of October 1, 1924

Providing for

(a) General and Refunding Mortgage Bonds,  
2001 Series BP, due September 1, 2011,

and

(b) Recording and Filing Data

## TABLE OF CONTENTS\*

	<u>Page</u>
Parties .....	1
Original Indenture and Supplementals .....	1
Bonds heretofore issued .....	1
Bonds to be 2001 Series BP .....	5
Further Assurance .....	6
Authorization of Supplemental Indenture .....	6
Consideration for Supplemental Indenture .....	6
<b>PART I.</b>	
CREATION OF THREE HUNDRED TWENTY-SEVENTH	
SERIES OF BONDS	
GENERAL AND REFUNDING MORTGAGE BONDS,	
2001 SERIES BP	
<i>Sec. 1.</i> Certain terms of Bonds of 2001 Series BP .....	6
<i>Sec. 2.</i> Redemption of Bonds of 2001 Series BP .....	8
<i>Sec. 3.</i> Redemption of Bonds of 2001 Series BP in event of Ambac Payment .....	9
<i>Sec. 4.</i> Form of Bonds of 2001 Series BP .....	10
Form of Trustee's Certificate .....	14
<b>PART II.</b>	
RECORDING AND FILING DATA	
Recording and filing of Original Indenture .....	14
Recording and filing of Supplemental Indentures .....	14
Recording of Certificates of Provision for Payment .....	19
<b>PART III.</b>	
THE TRUSTEE	
Terms and conditions of acceptance of trust by Trustee .....	19
<b>PART IV.</b>	
MISCELLANEOUS	
Confirmation of Section 318(c) of Trust Indenture Act .....	19
Execution in Counterparts .....	19
Testimonium .....	20
Execution .....	20
Acknowledgement of execution by Company .....	20
Acknowledgement of execution by Trustee .....	21
Affidavit as to consideration and good faith .....	22

\* This Table of Contents shall not have any bearing upon the interpretation of any of the terms or provisions of this Indenture.

**Parties.**

**SUPPLEMENTAL INDENTURE**, dated as of May 1, 2001 among THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of Michigan and a transmitting utility (hereinafter called the "Company", party of the first part, and FIRST CHICAGO TRUST COMPANY of New York, a trust company organized and existing under the laws of the State of New York, having its corporate trust office at 14 Wall Street, in the Borough of Manhattan, The City and State of New York, as Trustee under the Mortgage and Deed of Trust hereinafter mentioned (hereinafter called the "Trustee"), party of the second part.

**Original Indenture and Supplementals.**

WHEREAS, the Company has heretofore executed and delivered its Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated as of October 1, 1924, to the Trustee, for the security of all bonds of the Company outstanding thereunder, and pursuant to the terms and provisions of the Original Indenture, indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, June 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, November 1, 1936, February 1, 1940, December 1, 1940, September 1, 1947, March 1, 1950, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, June 1, 1959, December 1, 1966, October 1, 1968, December 1, 1969, July 1, 1970, December 15, 1970, June 15, 1971, November 15, 1971, January 15, 1973, May 1, 1974, October 1, 1974, January 15, 1975, November 1, 1975, December 15, 1975, February 1, 1976, June 15, 1976, July 15, 1976, February 15, 1977, March 1, 1977, June 15, 1977, July 1, 1977, October 1, 1977, June 1, 1978, October 15, 1978, March 15, 1979, July 1, 1979, September 1, 1979, September 15, 1979, January 1, 1980, April 1, 1980, August 15, 1980, August 1, 1981, November 1, 1981, June 30, 1982, August 15, 1982, June 1, 1983, October 1, 1984, May 1, 1985, May 15, 1985, October 15, 1985, April 1, 1986, August 15, 1986, November 30, 1986, January 31, 1987, April 1, 1987, August 15, 1987, November 30, 1987, June 15, 1989, July 15, 1989, December 1, 1989, February 15, 1990, November 1, 1990, April 1, 1991, May 1, 1991, May 15, 1991, September 1, 1991, November 1, 1991, January 15, 1992, February 29, 1992, April 15, 1992, July 15, 1992, July 31, 1992, November 30, 1992, December 15, 1992, January 1, 1993, March 1, 1993, March 15, 1993, April 1, 1993, April 26, 1993, May 31, 1993, June 30, 1993, June 30, 1993, September 15, 1993, March 1, 1994, June 15, 1994, August 15, 1994, December 1, 1994, August 1, 1995, August 1, 1999, August 15, 1999, January 1, 2000, April 15, 2000, August 1, 2000 and March 15, 2001 supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustee (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

**Bonds heretofore issued.**

WHEREAS, Bonds in the principal amount of Nine billion, fourteen million one hundred sixty-seven thousand dollars (\$9,014,167,000) have heretofore been issued under the indenture as follows, viz:

(1) Bonds of Series A	— Principal Amount \$26,016,000,
(2) Bonds of Series B	— Principal Amount \$23,000,000,
(3) Bonds of Series C	— Principal Amount \$20,000,000,
(4) Bonds of Series D	— Principal Amount \$50,000,000,
(5) Bonds of Series E	— Principal Amount \$15,000,000,
(6) Bonds of Series F	— Principal Amount \$49,000,000,
(7) Bonds of Series G	— Principal Amount \$35,000,000,
(8) Bonds of Series H	— Principal Amount \$50,000,000,
(9) Bonds of Series I	— Principal Amount \$60,000,000,
(10) Bonds of Series J	— Principal Amount \$35,000,000,
(11) Bonds of Series K	— Principal Amount \$40,000,000,
(12) Bonds of Series L	— Principal Amount \$24,000,000,
(13) Bonds of Series M	— Principal Amount \$40,000,000,
(14) Bonds of Series N	— Principal Amount \$40,000,000,
(15) Bonds of Series O	— Principal Amount \$60,000,000,

(16)	Bonds of Series P	— Principal Amount \$70,000,000,
(17)	Bonds of Series Q	— Principal Amount \$40,000,000,
(18)	Bonds of Series W	— Principal Amount \$50,000,000,
(19)	Bonds of Series AA	— Principal Amount \$100,000,000,
(20)	Bonds of Series BB	— Principal Amount \$50,000,000,
(21)	Bonds of Series CC	— Principal Amount \$50,000,000,
(22)	Bonds of Series UU	— Principal Amount \$100,000,000,
(23-31)	Bonds of Series DDP Nos. 1-9	— Principal Amount \$14,305,000,
(32-45)	Bonds of Series FFR Nos. 1-14	— Principal Amount \$45,600,000,
(46-67)	Bonds of Series GGP Nos. 1-22	— Principal Amount \$42,300,000,
(68)	Bonds of Series HH	— Principal Amount \$50,000,000,
(69-90)	Bonds of Series IIP Nos. 1-22	— Principal Amount \$3,750,000,
(91-98)	Bonds of Series JJP Nos. 1-8	— Principal Amount \$6,850,000,
(99-107)	Bonds of Series KKP Nos. 1-9	— Principal Amount \$34,890,000,
(108-122)	Bonds of Series LLP Nos. 1-15	— Principal Amount \$8,850,000,
(123-143)	Bonds of Series NNP Nos. 1-21	— Principal Amount \$47,950,000,
(144-161)	Bonds of Series OOP Nos. 1-18	— Principal Amount \$18,880,000,
(162-180)	Bonds of Series QQP Nos. 1-19	— Principal Amount \$13,650,000,
(181-195)	Bonds of Series TTP Nos. 1-15	— Principal Amount \$3,800,000,
(196)	Bonds of 1980 Series A	— Principal Amount \$50,000,000,
(197-221)	Bonds of 1980 Series CP Nos. 1-25	— Principal Amount \$35,000,000,
(222-232)	Bonds of 1980 Series DP Nos. 1-11	— Principal Amount \$10,750,000,
(233-248)	Bonds of 1981 Series AP Nos. 1-16	— Principal Amount \$124,000,000,
(249)	Bonds of 1985 Series A	— Principal Amount \$35,000,000,
(250)	Bonds of 1985 Series B	— Principal Amount \$50,000,000,
(251)	Bonds of Series PP	— Principal Amount \$70,000,000,
(252)	Bonds of Series RR	— Principal Amount \$70,000,000,
(253)	Bonds of Series EE	— Principal Amount \$50,000,000,
(254-255)	Bonds of Series MMP and MMP No. 2	— Principal Amount \$5,430,000,
(256)	Bonds of Series T	— Principal Amount \$75,000,000,
(257)	Bonds of Series U	— Principal Amount \$75,000,000,
(258)	Bonds of 1986 Series B	— Principal Amount \$100,000,000,
(259)	Bonds of 1987 Series D	— Principal Amount \$250,000,000,
(260)	Bonds of 1987 Series E	— Principal Amount \$150,000,000,
(261)	Bonds of 1987 Series C	— Principal Amount \$225,000,000,
(262)	Bonds of Series V	— Principal Amount \$100,000,000,
(263)	Bonds of Series SS	— Principal Amount \$150,000,000,
(264)	Bonds of 1980 Series B	— Principal Amount \$100,000,000,
(265)	Bonds of 1986 Series C	— Principal Amount \$200,000,000,
(266)	Bonds of 1986 Series A	— Principal Amount \$200,000,000,
(267)	Bonds of 1987 Series B	— Principal Amount \$175,000,000,
(268)	Bonds of Series X	— Principal Amount \$100,000,000,
(269)	Bonds of 1987 Series F	— Principal Amount \$200,000,000,
(270)	Bonds of 1987 Series A	— Principal Amount \$300,000,000,
(271)	Bonds of Series Y	— Principal Amount \$60,000,000,
(272)	Bonds of Series Z	— Principal Amount \$100,000,000,
(273)	Bonds of 1989 Series A	— Principal Amount \$300,000,000,
(274)	Bonds of 1984 Series AP	— Principal Amount \$2,400,000,
(275)	Bonds of 1984 Series BP	— Principal Amount \$7,750,000,
(276)	Bonds of Series R	— Principal Amount \$100,000,000,
(277)	Bonds of Series S	— Principal Amount \$150,000,000,
(278)	Bonds of 1993 Series D	— Principal Amount \$100,000,000,
(279)	Bonds of 1992 Series E	— Principal Amount \$50,000,000,
(280)	Bonds of 1993 Series B	— Principal Amount \$50,000,000,

(281)	Bonds of 1989 Series BP	— Principal Amount \$66,565,000,
(282)	Bonds of 1990 Series A	— Principal Amount \$194,649,000

all of which have either been retired and cancelled, or no longer represent obligations of the Company, having been called for redemption and funds necessary to effect the payment, redemption and retirement thereof having been deposited with the Trustee as a special trust fund to be applied for such purpose;

(283-288) Bonds of Series KKP Nos. 10-15 in the principal amount of One hundred seventy-nine million five hundred ninety thousand dollars (\$179,590,000), of which Ninety million four hundred ninety thousand dollars (\$90,490,000) principal amount have heretofore been retired and eighty-nine million one hundred thousand dollars (\$89,100,000) principal amount are outstanding at the date hereof;

(289) Bonds of 1990 Series B in the principal amount of Two hundred fifty-six million nine hundred thirty-two thousand dollars (\$256,932,000) of which One hundred fourteen million one hundred ninety-two thousand dollars (\$114,192,000) principal amount have heretofore been retired and One hundred forty-two million seven hundred forty thousand dollars (\$142,740,000) principal amount are outstanding at the date hereof;

(290) Bonds of 1990 Series C in the principal amount of Eighty-five million four hundred seventy-five thousand dollars (\$85,475,000) of which Forty-one million twenty-eight thousand dollars (\$41,028,000) principal amount have heretofore been retired and Forty-four million four hundred forty-seven thousand dollars (\$44,447,000) principal amount are outstanding at the date hereof;

(291) Bonds of 1991 Series AP in the principal amount of Thirty-two million three hundred seventy-five thousand dollars (\$32,375,000), all of which are outstanding at the date hereof;

(292) Bonds of 1991 Series BP in the principal amount of Twenty-five million nine hundred ten thousand dollars (\$25,910,000), all of which are outstanding at the date hereof;

(293) Bonds of 1991 Series CP in the principal amount of Thirty-two million eight hundred thousand dollars (\$32,800,000), all of which are outstanding at the date hereof;

(294) Bonds of 1991 Series DP in the principal amount of Thirty-seven million six hundred thousand dollars (\$37,600,000), all of which are outstanding at the date hereof;

(295) Bonds of 1991 Series EP in the principal amount of Forty-one million four hundred eighty thousand dollars (\$41,480,000), all of which are outstanding at the date hereof;

(296) Bonds of 1991 Series FP in the principal amount of Ninety-eight million three hundred seventy-five thousand dollars (\$98,375,000), all of which are outstanding at the date hereof;

(297) Bonds of 1992 Series BP in the principal amount of Twenty million nine hundred seventy-five thousand dollars (\$20,975,000), all of which are outstanding at the date hereof;

(298) Bonds of 1992 Series AP in the principal amount of Sixty-six million dollars (\$66,000,000), all of which are outstanding at the date hereof;

(299) Bonds of 1992 Series D in the principal amount of Three hundred million dollars (\$300,000,000), of which One hundred thirty million four hundred ninety-five thousand dollars (\$130,495,000) principal amount have heretofore been retired and One hundred sixty-nine million, five hundred and five thousand (\$169,505,000) principal amount are outstanding at the date hereof;

(300) Bonds of 1992 Series CP in the principal amount of Thirty-five million dollars (\$35,000,000), all of which are outstanding at the date hereof;

(301) Bonds of 1989 Series BP No. 2 in the principal amount of Thirty-six million dollars (\$36,000,000), all of which are outstanding at the date hereof;

(302) Bonds of 1993 Series C in the principal amount of Two hundred twenty-five million dollars (\$225,000,000), of which Eighty-one million six hundred thousand dollars (\$81,600,000,000) principal amount have heretofore been retired and One hundred forty-three million four hundred thousand dollars (\$143,400,000) principal amount are outstanding at the date hereof;

(303) Bonds of 1993 Series E in the principal amount of Four hundred million dollars (\$400,000,000), of which Two hundred twenty-nine million five hundred and five thousand dollars (\$229,505,000) principal amount have heretofore been retired and One hundred seventy million four hundred ninety-five thousand dollars (\$170,495,000) principal amount are outstanding at the date hereof;

(304) Bonds of 1993 Series FP in the principal amount of Five million six hundred eighty-five thousand dollars (\$5,685,000), all of which are outstanding at the date hereof;

(305) Bonds of 1993 Series G in the principal amount of Two hundred twenty-five million dollars (\$225,000,000), of which One hundred twenty-five million dollars (\$125,000,000) principal amount have been retired and One hundred million dollars (\$100,000,000) principal amount are outstanding at the date hereof;

(306) Bonds of 1993 Series J in the principal amount of Three hundred million dollars (\$300,000,000), of which One hundred twenty-two million one hundred forty five thousand dollars (\$122,145,000) principal amount have heretofore been retired and One hundred seventy-seven million eight hundred fifty-five thousand dollars (\$177,855,000) principal amount are outstanding at the date hereof;

(307) Bonds of 1993 Series IP in the principal amount of Five million eight hundred twenty-five thousand dollars (\$5,825,000), all of which are outstanding at the date hereof;

(308) Bonds of 1993 Series AP in the principal amount of Sixty-five million dollars (\$65,000,000), all of which are outstanding at the date hereof;

(309) Bonds of 1993 Series H in the principal amount of Fifty million dollars (\$50,000,000), all of which are outstanding at the date hereof;

(310) Bonds of 1993 Series K in the principal amount of One hundred sixty million dollars (\$160,000,000), all of which are outstanding at the date hereof;

(311) Bonds of 1994 Series AP in the principal amount of Seven million five hundred thirty-five thousand dollars (\$7,535,000), all of which are outstanding at the date hereof;

(312) Bonds of 1994 Series BP in the principal amount of Twelve million nine hundred thirty-five thousand dollars (\$12,935,000), all of which are outstanding at the date hereof;

(313) Bonds of 1994 Series C in the principal amount of Two hundred million dollars (\$200,000,000), of which One hundred million dollars (\$100,000,000) principal amount have heretofore been retired and One hundred million dollars (\$100,000,000) principal amount are outstanding at the date hereof;

(314) Bonds of 1994 Series DP in the principal amount of Twenty-three million seven hundred thousand dollars (\$23,700,000), all of which are outstanding at the date hereof;

(315) Bonds of 1995 Series AP in the principal amount of Ninety-seven million dollars (\$97,000,000), all of which are outstanding at the date hereof;

(316) Bonds of 1995 Series BP in the principal amount of Twenty-two million, one hundred seventy-five thousand dollars (\$22,175,000), all of which are outstanding at the date hereof;

(317) Bonds of 1999 Series AP in the principal amount of One hundred eighteen million three hundred sixty thousand dollars (\$118,360,000), all of which are outstanding at the date hereof;

(318) Bonds of 1999 Series BP in the principal amount of Thirty-nine million seven hundred forty-five thousand dollars (\$39,745,000), all of which are outstanding at the date hereof;

(319) Bonds of 1999 Series CP in the principal amount of Sixty-six million five hundred sixty-five thousand dollars (\$66,565,000), all of which are outstanding at the date hereof;

(320) Bonds of 1999 Series D in the principal amount of Forty million dollars (\$40,000,000), all of which are outstanding at the date hereof;

(321) Bonds of 2000 Series A in the principal amount of Two Hundred Twenty million dollars (\$220,000,000) of which Fifty-four million seventy thousand dollars (\$54,070,000) principal amount have heretofore been retired and One hundred sixty-five million nine hundred thirty thousand dollars (\$165,930,000) principal amount are outstanding at the date hereof;

(322) Bonds of 2000 Series B in the principal amount of Fifty million seven hundred forty-five thousand dollars (\$50,745,000), all of which are outstanding at the date hereof

(323) Bonds of 2001 Series AP in the principal amount of Thirty-one million (\$31,000,000), all of which are outstanding at the date hereof; and

accordingly, the Company has issued and has presently outstanding Two billion five hundred twenty-six million two hundred fifty-seven thousand dollars (\$2,526,257,000) aggregate principal amount of its General and Refunding Mortgage Bonds (the "Bonds") at the date hereof; and

WHEREAS, The Michigan Strategic Fund has issued and sold \$82,350,000 principal amount of its Adjustable Rate Demand Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Series 1995CC; and subject to certain conditions, Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company, has agreed to issue its financial guaranty insurance policy guaranteeing the scheduled payment of interest on and the purchase price of the Series 1995CC Bonds during the period May 23, 2001, through September 1, 2011; and

WHEREAS, the Company, in order to induce Ambac to issue its financial guaranty insurance policy relating to the Series 1995CC Bonds during the period May 23, 2001 through September 1, 2011, has agreed to issue its General and Refunding Mortgage Bonds under the Indenture to Ambac; and

WHEREAS, for such purposes the Company desires to issue a new series of bonds to be issued under the Indenture and to be authenticated and delivered pursuant to Section 8 of Article III of the Indenture; and

**Bonds to be  
2001 Series BP.**

WHEREAS, the Company desires by this Supplemental Indenture to create such new series of bonds, to be designated "General and Refunding Mortgage Bonds, 2001 Series BP; and



**Further  
Assurance.**

WHEREAS, the Original Indenture, by its terms, includes in the property subject to the lien thereof all of the estates and properties, real, personal and mixed, rights, privileges and franchises of every nature and kind and wheresoever situate, then or thereafter owned or possessed by or belonging to the Company or to which it was then or at any time thereafter might be entitled in law or in equity (saving and excepting, however, the property therein specifically excepted or released from the lien thereof), and the Company therein covenanted that it would, upon reasonable request, execute and deliver such further instruments as may be necessary or proper for the better assuring and confirming unto the Trustee all or any part of the trust estate, whether then or thereafter owned or acquired by the Company (saving and excepting, however, property specifically excepted or released from the lien thereof); and

**Authorization  
of Supplemental  
Indenture.**

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Indenture, and pursuant to resolutions of its Board of Directors has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

**Consideration  
for Supplemental  
Indenture.**

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Detroit Edison Company, in consideration of the premises and of the covenants contained in the Indenture and of the sum of One Dollar (\$1.00) and other good and valuable consideration to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Original Indenture and in said indentures supplemental thereto as follows:

**PART I.**

**CREATION OF THREE HUNDRED TWENTY-SEVENTH  
SERIES OF BONDS.**

**GENERAL AND REFUNDING MORTGAGE BONDS,  
2001 SERIES BP**

**Certain terms  
of Bonds of  
2001 Series BP.**

SECTION 1. The Company hereby creates the Three hundred twenty-seventh series of bonds to be issued under and secured by the Original Indenture as amended to date and as further amended by this Supplemental Indenture, to be designated, and to be distinguished from the bonds of all other series, by the title "General and Refunding Mortgage Bonds, 2001 Series BP" (elsewhere herein referred to as the "bonds of 2001 Series BP"). The aggregate principal amount of bonds of 2001 Series AP shall be limited to Eighty-two million three hundred fifty thousand dollars (\$82,350,000), except as provided in Sections 7 and 13 of Article II of the Original Indenture with respect to exchanges and replacements of bonds.

Each bond of 2001 Series BP is to be issued and registered to Ambac Assurance Corporation ("Ambac"), a Wisconsin stock insurance company, in order to induce Ambac to issue the Financial Guaranty Insurance Policy ("Series 1995CC Insurance Policy") guaranteeing the scheduled payment of interest during the period May 23, 2001 through September 1, 2011 and the purchase price of tendered bonds on September 1, 2011 with respect to Michigan Strategic Fund ("Strategic Fund") Adjustable Rate Demand Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Series 1995CC in the aggregate principal amount of Eighty-two million three hundred fifty thousand dollars (\$82,350,000) ("Series 1995CC Bonds"), which Series 1995CC Bonds were created and issued pursuant to a Trust Indenture ("Indenture") dated as of September 1, 1995 between the Strategic Fund and Bank One Trust Company, National Association (successor to NBD Bank, N.A.), as trustee ("Trustee"). Under a Loan Agreement, dated as of September 1, 1995, between the Company and the Strategic Fund (the "Series 1995CC Contract"), the Company is obligated to make payments to the Trustee (or its successor), for the Series 1995CC Bonds in amounts and at times equal and corresponding to the amount and time of payments of principal, premium and interest due on the Series 1995CC Bonds.

The bonds of 2001 Series BP shall be issued as registered bonds without coupons in denominations of a multiple of \$5,000. The bonds of 2001 Series BP shall be issued in the aggregate principal amount of \$82,350,000, shall mature on September 1, 2011 and shall bear interest, payable semi-annually on March 1 and September 1 of each year (commencing September 1, 2001), at the rate of 4.85%, to and including September 1, 2011. Payments of interest on, or the purchase price of, the Series 1995CC Bonds shall constitute the payments of interest and principal, respectively, on the bonds of 2001 Series BP. In the event that Ambac shall make a payment of interest or purchase price with respect to the Series 1995CC Bonds, then, the interest rate on any amounts so paid shall be the prime rate announced by Citibank, N.A., from time to time, plus 2% per annum, and such rate shall continue until such time as the Company shall reimburse Ambac for any payments so paid.

The bonds of 2001 Series BP shall be payable as to principal, premium, if any, and interest as provided in the Indenture during the Long Term Rate Mode, as defined in the Indenture, ending September 1, 2011, but only to the extent and in the manner herein provided. The bonds of 2001 Series BP shall be payable, both as to principal and interest, at the office or agency of the Company in the Borough of Manhattan. The City and State of New York, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Except as provided herein, each bond of 2001 Series BP shall be dated the date of its authentication and interest shall be payable on the principal represented thereby from the March 1 or September 1 next preceding the date thereof to which interest has been paid on bonds of 2001 Series BP, unless the bond is authenticated on a date to which interest has been paid, in which case interest shall be payable from the date of authentication, or unless the date of authentication is prior to September 1, 2001, in which case interest shall be payable from May 23, 2001.

The bonds of 2001 Series BP in definitive form shall be, at the election of the Company, fully engraved or shall be lithographed or printed in authorized denominations as aforesaid and numbered 1 and upwards (with such further designation as may be appropriate and desirable to indicate by such designation the form, series and denominations of bonds of 2001 Series BP). Until bonds of 2001 Series BP in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu thereof, bonds of 2001 Series BP in temporary form, as provided in Section 10 of Article II of the Indenture. Temporary bonds of 2001 Series BP, if any, may be printed and may be issued in authorized denominations in substantially the form of definitive bonds of 2001 Series BP, but with such omissions, insertions and variations as may be appropriate for temporary bonds, all as may be determined by the Company.

Bonds of 2001 Series BP shall not be assignable or transferable except as may be required to effect a transfer to any successor in interest to Ambac under the Series 1995CC Insurance Policy. Any such transfer shall be made upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, together with a written instrument of transfer (if so required by the Company or by the Trustee) in form approved by the Company duly executed by the holder or by its duly authorized attorney. Bonds of 2001 Series BP shall in the same manner be exchangeable for a like aggregate principal amount of bonds of 2001 Series BP upon the terms and conditions specified herein and in Section 7 of Article II of the Indenture. The Company waives its rights under Section 7 of Article II of the Indenture not to make exchanges or transfers of bonds of 2001 Series BP, during any period of ten days next preceding any redemption date for such bonds.

Bonds of 2001 Series BP, in definitive and temporary form, may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or as may be specified pursuant to the terms and conditions specified herein.

Upon payment by the Company of both its obligations under the Indenture for the Long Term Interest Rate Mode commencing May 23, 2001 and ending September 1, 2011 and its obligations, if any, to Ambac, the bonds of 2001 Series BP shall be deemed fully paid and the obligation of the Company thereunder to make payments thereunder shall forthwith cease and be discharged, and, such bonds shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

**Redemption  
of Bonds  
of 2001  
Series BP.**

SECTION 2. Bonds of 2001 Series BP shall be redeemed on the respective dates and in the respective principal amounts which correspond to the redemption dates, if any, for, and the principal amounts, if any, to be redeemed of, the Series 1995CC Bonds during the period May 23, 2001 through September 1, 2011.

In the event the Company elects to redeem any Series 1995CC Bonds prior to maturity in accordance with the provisions of the Indenture, the Company shall on the same date redeem bonds of 2001 Series BP in principal amounts and at redemption prices corresponding to the Series 1995CC Bonds so redeemed. The Company agrees to give the Trustee notice of any such redemption of bonds of 2001 Series BP on the same date as it gives notice of redemption of Series 1995CC Bonds to the Trustee.

**Redemption  
of Bonds of  
2001 Series  
BP in event  
of Ambac  
Payment.**

SECTION 3. In the event that (1) Ambac makes payment under the Series 1995CC Insurance policy as a result of the Company's failure to make any of its required payments with respect to the Series 1995CC Bonds, the bonds of 2001 Series BP shall be payable or redeemable, or both, in an amount corresponding to the payment of interest or the purchase price, as the case may be or both, by Ambac or (2) the Trustee has called for redemption the Series 1995CC Bonds as a result of an Event of Default under the Indenture; then, upon receipt by the Trustee of a written demand by Ambac, accompanied by a certification from the Trustee as to the amount and type (principal, interest or both) of payment by AMBAC ("Payment Demand") the bonds of 2001 Series BP shall be payable or redeemable, or both, in an amount corresponding to the amount payable upon the redemption of the Series 1995CC Bonds, together in the case of each of clause (1) and (2) above, with interest thereon to the date of payment as provided below. The Trustee shall, within five days after receiving such Payment Demand, mail a copy thereof to the Company marked to indicate the date of its receipt by the Trustee. Promptly upon receipt by the Company of such copy of a Payment Demand, the Company shall be obligated to pay such amount as may be deemed to be interest and shall fix a date on which it will redeem the bonds of said series so demanded to be redeemed (hereinafter called the "Demand Redemption Date"). Interest shall accrue to the date of payment. Notice of the date fixed as the Demand Redemption Date shall be mailed by the Company to the Trustee at least ten days prior to such Demand Redemption Date. The date to be fixed by the Company as and for the Demand Redemption Date may be any date up to and including the earlier of (x) the 60th day after receipt by the Trustee of the Payment Demand or (y) the maturity date of such bonds first occurring following the 20th day after the receipt by the Trustee of the Payment Demand; provided, however, that if the Trustee shall not have received such notice fixing the Demand Redemption Date on or before the 10th day preceding the earlier of such dates, the Demand Redemption Date shall be deemed to be the earlier of such dates. The Trustee shall mail notice of the Demand Redemption Date (such notice being hereinafter called the "Demand Redemption Notice") to Ambac not more than ten nor less than five days prior to the Demand Redemption Date.

Each bond of 2001 Series BP shall be redeemed by the Company on the Demand Redemption Date therefore upon surrender thereof by Ambac to the Trustee at a redemption price equal to the principal amount thereof plus accrued interest calculated as provided in Section 1 hereof from the date of such payment to the Demand Redemption Date plus an amount equal to the aggregate premium, if any, due and payable on such Demand Redemption Date on a corresponding amount of Series 1995CC Bonds; provided, however, that in the event of a receipt by the Trustee of a notice that Ambac has terminated proceedings to enforce any right it may have against the Company under the Series 1995CC Insurance Policy and the Bonds or both, then any Payment Demand shall thereby be rescinded by Ambac, and no Demand Redemption Notice shall be given, or, if already given, shall be automatically annulled; but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Anything herein contained to the contrary notwithstanding, the Trustee is not authorized to take any action pursuant to a Payment Demand and such Payment Demand shall be of no force or effect, unless it is executed in the name of Ambac by its President or one of its Managing Directors or Vice Presidents.

**Form of Bonds of 2001 Series BP.** SECTION 4. The bonds of 2001 Series BP and the form of Trustee's Certificate to be endorsed on such bonds shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND]

**THE DETROIT EDISON COMPANY**  
**General and Refunding Mortgage Bond**  
**2001 Series BP, 4.85% due September 1, 2011**

*Notwithstanding any provisions hereof or in the Indenture, this bond is not assignable or transferable except as may be required to effect a transfer to any successor insurer under the Financial Guaranty Insurance Policy, dated as of May 23, 2001 issued by Ambac Assurance Corporation and relating to Michigan Strategic Fund ("Strategic Fund") Adjustable Rate Demand Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Project), Series 1995CC, or to Ambac Assurance Corporation pursuant to Part I, Section 1 of the Supplemental Indenture dated as of May 1, 2001, or, subject to compliance with applicable law.*

\$.....

No.....

THE DETROIT EDISON COMPANY (hereinafter called the "Company"), a corporation of the State of Michigan, for value received, hereby promises to pay to Ambac Assurance Corporation, or registered assigns, at the Company's office or agency in the Borough of Manhattan, The City and State of New York, the principal sum of Eighty-two million three hundred fifty thousand dollars (\$82,350,000) in lawful money of the United States of America on the date specified in the title hereof and interest thereon at the rate specified in the title hereof, in like lawful money, from May 23, 2001, and after the first payment of interest on bonds of this Series has been made or otherwise provided for, from the most recent date to which interest has been paid or otherwise provided for, semi-annually on March 1 and September 1 of each year (commencing September 1, 2001), until September 1, 2011, the date the Company's obligations with respect to the Long Term Interest Rate Mode ending September 1, 2011 shall have been discharged, all as provided, to the extent and in the manner specified in the Indenture hereinafter mentioned on the reverse hereof and in the supplemental indenture pursuant to which this bond has been issued. In the event that AMBAC shall make a payment of interest or purchase price with respect to the Series 1995CC Bonds, then, the interest rate on any amounts so paid shall be the prime rate announced by Citibank, N.A., from time to time, plus 2% per annum, and such rate shall continue until such time as the Company shall reimburse Ambac for any payments so paid.

Under a Trust Indenture ("Indenture"), dated as of September 1, 1995, between the Strategic Fund and Bank One Trust Company, National Association (successor to NBD Bank, N.A.), as trustee ("Trustee"), the Strategic Fund has issued Adjustable Rate Demand Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Series 1995CC (hereinafter called the "Series 1995CC Bonds") and Ambac Assurance Corporation ("Ambac") has issued its Financial Guaranty Insurance Policy ("Series 1995CC Insurance Policy") relating to the guarantee of the scheduled payment of interest on and purchase price of the Series 1995CC Bond for the period May 23, 2001 through September 1, 2011. This bond is being issued to induce Ambac to issue the Series 1995CC Insurance Policy for the period May 23, 2001 through September 1, 2011. Payments of interest on or the purchase price of, the Series 1995CC Bonds shall constitute like payments of interest and principal on this bond as further provided herein and in the supplemental indenture pursuant to which this bond has been issued.

Reference is hereby made to such further provisions of this bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though set forth at this place.

This bond shall not be valid or become obligatory for any purpose until Bankers Trust Company, the Trustee under the Indenture hereinafter mentioned on the reverse hereof, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY has caused this instrument to be executed by its Chairman of the Board and its President or a Vice President, with their manual or facsimile signatures, and its corporate seal, or a facsimile thereof, to be impressed or imprinted hereon and the same to be attested by its Corporate Secretary or an Assistant Corporate Secretary with his manual or facsimile signature.

Dated:

THE DETROIT EDISON COMPANY

By .....  
*Vice President and Treasurer*

.....  
*Assistant Corporate Secretary*

## [FORM OF REVERSE OF BOND]

This bond is one of an authorized issue of bonds of the Company, unlimited as to amount except as provided in the Indenture hereinafter mentioned or any indentures supplemental thereto, and is one of a series of General and Refunding Mortgage Bonds known as 2001 Series BP, limited to an aggregate principal amount of \$82,350,000, except as otherwise provided in the Indenture hereinafter mentioned. This bond and all other bonds of said series are issued and to be issued under, and are all equally and ratably secured (except insofar as any sinking, amortization, improvement or analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series and except as provided in Section 3 of Article VI of said Indenture) by an Indenture, dated as of October 1, 1924, duly executed by the Company to First Chicago Trust Company of New York, a trust company of the State of New York, as Trustee, to which Indenture and all indentures supplemental thereto (including the Supplemental Indenture dated as of May 1, 2001) reference is hereby made for a description of the properties and franchises mortgaged and conveyed, the nature and extent of the security, the terms and conditions upon which the bonds are issued and under which additional bonds may be issued, and the rights of the holders of the bonds and of the Trustee in respect of such security (which Indenture and all indentures supplemental thereto, including the Supplemental Indenture dated as of May 1, 2001, are hereinafter collectively called the "Indenture"). As provided in the Indenture, said bonds may be for various principal sums and are issuable in series, which may mature at different times, may bear interest at different rates and may otherwise vary as in said Indenture provided. With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of the bonds and the terms and provisions of the Indenture, or of any indenture supplemental thereto, may be modified or altered in certain respects by affirmative vote of at least eighty-five percent (85%) in amount of the bonds then outstanding, and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by the action proposed to be taken, then also by affirmative vote of at least eighty-five percent (85%) in amount of the series of bonds so to be affected (excluding in every instance bonds disqualified from voting by reason of the Company's interest therein as specified in the Indenture); provided, however, that, without the consent of the holder hereof, no such modification or alteration shall, among other things, affect the terms of payment of the principal of or the interest on this bond, which in those respects is unconditional.

This bond is redeemable upon the terms and conditions set forth in the Indenture.

Under the Indenture, funds may be deposited with the Trustee (which shall have become available for payment), in advance of the redemption date of any of the bonds of 2001 Series BP (or portions thereof), in trust for the redemption of such bonds (or portions thereof) and the interest due or to become due thereon, and thereupon all obligations of the Company in respect of such bonds (or portions thereof) so to be redeemed and such interest shall cease and be discharged, and the holders thereof shall thereafter be restricted exclusively to such funds for any and all claims of whatsoever nature on their part under the Indenture or with respect to such bonds (or portions thereof) and interest.

Upon payment by the Company as part of its obligations under the Indenture of the principal of, or premium, if any, or interest on, the Series 1995CC Bonds, whether at maturity or prior to maturity by redemption or otherwise or upon provision for the payment thereof having been made in accordance with the Indenture during the period May 23, 2001 through September 1, 2011, bonds of 2001 Series BP in a principal amount equal to the principal amount of such Series 1995CC Bonds and having both a corresponding maturity date and interest rate shall, to the extent of such payment of principal, premium or interest, be deemed fully paid and the obligation of the Company thereunder to make such payment shall forthwith cease and be discharged, and, in the case of the payment of principal and premium, if any, such bonds of said series shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

This bond is not assignable or transferable except as may be required to effect a transfer to any successor to Ambac Assurance Corporation pursuant to the terms and conditions set forth in Part I, Section I of the Supplemental Indenture, dated as of May 1, 2001 or subject to compliance with applicable law. Any such transfer shall be made by the registered holder hereof, in person or by his attorney duly authorized in writing, on the books of the Company kept at its office or agency in the Borough of Manhattan, The City and State of New York, upon surrender and cancellation of this bond, and thereupon, a new registered bond of the same series of authorized denominations for a like aggregate principal amount will be issued to the transferee in exchange therefor, and this bond with others in like form may in like manner be exchanged for one or more new bonds of the same series of other authorized denominations, but of the same aggregate principal amount, all as provided and upon the terms and conditions set forth in the Indenture, and upon payment, in any event, of the charges prescribed in the Indenture.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture, or of any indenture supplemental thereto, against any incorporator, or against any past, present or future stockholder, director or officer, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise howsoever; all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released by every holder or owner hereof, as more fully provided in the Indenture.



## [FORM OF TRUSTEE'S CERTIFICATE]

Form of  
Trustee's  
Certificate.

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

FIRST CHICAGO TRUST COMPANY OF  
NEW YORK,

as Trustee

By .....  
Authorized Officer

## PART II.

## RECORDING AND FILING DATA

Recording and  
filing of Original  
Indenture.

The Original Indenture and indentures supplemental thereto have been recorded and/or filed and Certificates of Provision for Payment have been recorded as hereinafter set forth.

The Original Indenture has been recorded as a real estate mortgage and filed as a chattel mortgage in the offices of the respective Registers of Deeds of certain counties in the State of Michigan as set forth in the Supplemental Indenture dated as of September 1, 1947, has been recorded as a real estate mortgage in the office of the Register of Deeds of Genesee County, Michigan as set forth in the Supplemental Indenture dated as of May 1, 1974, has been filed in the Office of the Secretary of State of Michigan on November 16, 1951 and has been filed and recorded in the office of the Interstate Commerce Commission on December 8, 1969.

Recording and  
filing of  
Supplemental  
Indentures.

Pursuant to the terms and provisions of the Original Indenture, indentures supplemental thereto heretofore entered into have been recorded as a real estate mortgage and/or filed as a chattel mortgage or as a financing statement in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, the Office of the Secretary of State of Michigan and the Office of the Interstate Commerce Commission, as set forth in supplemental indentures as follows:

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
June 1, 1925 (a) (b) .....	Series B Bonds	February 1, 1940
August 1, 1927 (a) (b) .....	Series C Bonds	February 1, 1940
February 1, 1931 (a) (b) .....	Series D Bonds	February 1, 1940
June 1, 1931 (a) (b) .....	Subject Properties	February 1, 1940
October 1, 1932 (a) (b) .....	Series E Bonds	February 1, 1940
September 25, 1935 (a) (b) .....	Series F Bonds	February 1, 1940
September 1, 1936 (a) (b) .....	Series G Bonds	February 1, 1940
November 1, 1936 (a) (b) .....	Subject Properties	February 1, 1940
February 1, 1940 (a) (b) .....	Subject Properties	September 1, 1947
December 1, 1940 (a) (b) .....	Series H Bonds and Additional Provisions	September 1, 1947
September 1, 1947 (a) (b) (c) .....	Series I Bonds, Subject Properties and Additional Provisions	November 15, 1951
March 1, 1950 (a) (b) (c) .....	Series J Bonds and Additional Provisions	November 15, 1951
November 15, 1951 (a) (b) (c) .....	Series K Bonds Additional Provisions and Subject Properties	January 15, 1953
January 15, 1953 (a) (b) .....	Series L Bonds	May 1, 1953

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
May 1, 1953(a) .....	Series M Bonds and Subject Properties	March 15, 1954
March 15, 1954(a) (c) .....	Series N Bonds and Subject Properties	May 15, 1955
May 15, 1955(a) (c) .....	Series O Bonds and Subject Properties	August 15, 1957
August 15, 1957(a) (c) .....	Series P Bonds Additional Provisions and Subject Properties	June 1, 1959
June 1, 1959(a) (c) .....	Series Q Bonds and Subject Properties	December 1, 1966
December 1, 1966(a) (c) .....	Series R Bonds Additional Provisions and Subject Properties	October 1, 1968
October 1, 1968(a) (c) .....	Series S Bonds and Subject Properties	December 1, 1969
December 1, 1969(a) (c) .....	Series T Bonds and Subject Properties	July 1, 1970
July 1, 1970(c) .....	Series U Bonds and Subject Properties	December 15, 1970
December 15, 1970(c) .....	Series V and Series W Bonds	June 15, 1971
June 15, 1971(c) .....	Series X Bonds and Subject Properties	November 15, 1971
November 15, 1971(c) .....	Series Y Bonds and Subject Properties	January 15, 1973
January 15, 1973(c) .....	Series Z Bonds and Subject Properties	May 1, 1974
May 1, 1974 .....	Series AA Bonds and Subject Properties	October 1, 1974
October 1, 1974 .....	Series BB Bonds and Subject Properties	January 15, 1975
January 15, 1975 .....	Series CC Bonds and Subject Properties	November 1, 1975
November 1, 1975 .....	Series DDP Nos. 1-9 Bonds and Subject Properties	December 15, 1975
December 15, 1975 .....	Series EE Bonds and Subject Properties	February 1, 1976
February 1, 1976 .....	Series FFR Nos. 1-13 Bonds	June 15, 1976
June 15, 1976 .....	Series GGP Nos. 1-7 Bonds and Subject Properties	July 15, 1976
July 15, 1976 .....	Series HH Bonds and Subject Properties	February 15, 1977
February 15, 1977 .....	Series MMP Bonds and Subject Properties	March 1, 1977
March 1, 1977 .....	Series IIP Nos. 1-7 Bonds, Series JJP Nos. 1-7 Bonds, Series KKP Nos. 1-7 Bonds and Series LLP Nos. 1-7 Bonds	June 15, 1977
June 15, 1977 .....	Series FFR No. 14 Bonds and Subject Properties	July 1, 1977

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
July 1, 1977 .....	Series NNP Nos. 1-7 Bonds and Subject Properties	October 1, 1977
October 1, 1977 .....	Series GGP Nos. 8-22 Bonds and Series OOP Nos. 1-17 Bonds and Subject Properties	June 1, 1978
June 1, 1978 .....	Series PP Bonds, Series QQP Nos. 1-9 Bonds and Subject Properties	October 15, 1978
October 15, 1978 .....	Series RR Bonds and Subject Properties	March 15, 1979
March 15, 1979 .....	Series SS Bonds and Subject Properties	July 1, 1979
July 1, 1979 .....	Series IIP Nos. 8-22 Bonds, Series NNP Nos. 8-21 Bonds and Series TTP Nos. 1-15 Bonds and Subject Properties	September 1, 1979
September 1, 1979 .....	Series JJP No. 8 Bonds, Series KKP No. 8 Bonds, Series LLP Nos. 8-15 Bonds, Series MMP No. 2 Bonds and Series OOP No. 18 Bonds and Subject Properties	September 15, 1979
September 15, 1979 .....	Series UU Bonds	January 1, 1980
January 1, 1980 .....	1980 Series A Bonds and Subject Properties	April 1, 1980
April 1, 1980 .....	1980 Series B Bonds	August 15, 1980
August 15, 1980 .....	Series QQP Nos. 10-19 Bonds, 1980 Series CP Nos. 1-12 Bonds and 1980 Series DP No. 1-11 Bonds and Subject Properties	August 1, 1981
August 1, 1981 .....	1980 Series CP Nos. 13-25 Bonds and Subject Properties	November 1, 1981
November 1, 1981 .....	1981 Series AP Nos. 1-12 Bonds	June 30, 1982
June 30, 1982 .....	Article XIV Reconfirmation	August 15, 1982
August 15, 1982 .....	1981 Series AP Nos. 13-14 and Subject Properties	June 1, 1983
June 1, 1983 .....	1981 Series AP Nos. 15-16 and Subject Properties	October 1, 1984
October 1, 1984 .....	1984 Series AP and 1984 Series BP Bonds and Subject Properties	May 1, 1985
May 1, 1985 .....	1985 Series A Bonds	May 15, 1985
May 15, 1985 .....	1985 Series B Bonds and Subject Properties	October 15, 1985

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
October 15, 1985 .....	Series KKP No. 9 Bonds and Subject Properties	April 1, 1986
April 1, 1986 .....	1986 Series A and Subject Properties	August 15, 1986
August 15, 1986 .....	1986 Series B and Subject Properties	November 30, 1986
November 30, 1986 .....	1986 Series C	January 31, 1987
January 31, 1987 .....	1987 Series A	April 1, 1987
April 1, 1987 .....	1987 Series B and 1987 Series C	August 15, 1987
August 15, 1987 .....	1987 Series D and 1987 Series E and Subject Properties	November 30, 1987
November 30, 1987 .....	1987 Series F	June 15, 1989
June 15, 1989 .....	1989 Series A	July 15, 1989
July 15, 1989 .....	Series KKP No. 10	December 1, 1989
December 1, 1989 .....	Series KKP No. 11 and 1989 Series BP	February 15, 1990
February 15, 1990 .....	1990 Series A, 1990 Series B, 1990 Series C, 1990 Series D, 1990 Series E and 1990 Series F	November 1, 1990
November 1, 1990 .....	Series KKP No. 12	April 1, 1991
April 1, 1991 .....	1991 Series AP	May 1, 1991
May 1, 1991 .....	1991 Series BP and 1991 Series CP	May 15, 1991
May 15, 1991 .....	1991 Series DP	September 1, 1991
September 1, 1991 .....	1991 Series EP	November 1, 1991
November 1, 1991 .....	1991 Series FP	January 15, 1992
January 15, 1992 .....	1992 Series BP	February 29, 1992 and April 15, 1992
February 29, 1992 .....	1992 Series AP	April 15, 1992
April 15, 1992 .....	Series KKP No. 13	July 15, 1992
July 15, 1992 .....	1992 Series CP	November 30, 1992
July 31, 1992 .....	1992 Series D	November 30, 1992
April 1, 1986 .....	1986 Series A and Subject Properties	August 15, 1986
August 15, 1986 .....	1986 Series B and Subject Properties	November 30, 1986
November 30, 1986 .....	1986 Series C	January 31, 1987
January 31, 1987 .....	1987 Series A	April 1, 1987
April 1, 1987 .....	1987 Series B and 1987 Series C	August 15, 1987
August 15, 1987 .....	1987 Series D and 1987 Series E and Subject Properties	November 30, 1987
November 30, 1987 .....	1987 Series F	June 15, 1989
June 15, 1989 .....	1989 Series A	July 15, 1989
July 15, 1989 .....	Series KKP No. 10	December 1, 1989
December 1, 1989 .....	Series KKP No. 11 and 1989 Series BP	February 15, 1990
February 15, 1990 .....	1990 Series A, 1990 Series B, 1990 Series C, 1990 Series D, 1990 Series E and 1990 Series F	November 1, 1990

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
November 1, 1990 .....	Series KKP No. 12	April 1, 1991
April 1, 1991 .....	1991 Series AP	May 1, 1991
May 1, 1991 .....	1991 Series BP and 1991 Series CP	May 15, 1991
May 15, 1991 .....	1991 Series DP	September 1, 1991
September 1, 1991 .....	1991 Series EP	November 1, 1991
November 1, 1991 .....	1991 Series FP	January 15, 1992
January 15, 1992 .....	1992 Series BP	February 29, 1992 and April 15, 1992
February 29, 1992 .....	1992 Series AP	April 15, 1992
April 15, 1992 .....	Series KKP No. 13	July 15, 1992
July 15, 1992 .....	1992 Series CP	November 30, 1992
November 30, 1992 .....	1992 Series E and 1993 Series D	March 15, 1993
December 15, 1992 .....	Series KKP No. 14 and 1989 Series BP No. 2	March 15, 1992
January 1, 1993 .....	1993 Series C	April 1, 1993
March 1, 1993 .....	1993 Series E	June 30, 1993
March 15, 1993 .....	1993 Series D	September 15, 1993
April 1, 1993 .....	1993 Series FP and 1993 Series IP	September 15, 1993
April 26, 1993 .....	1993 Series G and Amendment of Article II, Section 5	September 15, 1993
May 31, 1993 .....	1993 Series J	September 15, 1993
September 15, 1993 .....	1993 Series K	March 1, 1994
March 1, 1994 .....	1994 Series AP	June 15, 1994
June 15, 1994 .....	1994 Series BP	December 1, 1994
August 15, 1994 .....	1994 Series C	December 1, 1994
December 1, 1994 .....	Series KKP No. 15 and 1994 Series DP	August 1, 1995
August 1, 1995 .....	1995 Series AP and 1995 Series DP	August 15, 1999

- (a) See Supplemental Indenture dated as of July 1, 1970 for Interstate Commerce Commission filing and recordation information.
- (b) See Supplemental Indenture dated as of May 1, 1953 for Secretary of State of Michigan filing information.
- (c) See Supplemental Indenture dated as of May 1, 1974 for County of Genesee, Michigan recording and filing information.

**Recording of  
Certificates  
of Provision  
for Payment.**

All the bonds of Series A which were issued under the Original Indenture dated as of October 1, 1924, and of Series B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, W, Y, Z, AA, BB, CC, DDP Nos. 1-9, FFR Nos. 1-14, GGP Nos. 1-22, HH, IIP Nos. 1-22, JJP Nos. 1-8, KKP Nos. 1-9, LLP Nos. 1-15, NNP Nos. 1-21, OOP Nos. 1-18, QQP Nos. 1-17, TTP Nos. 1-15, UU, 1980 Series A, 1980 Series CP Nos. 1-25, 1980 Series DP Nos. 1-11, 1981 Series AP Nos. 1-16, 1984 Series AP, 1984 Series BP, 1985 Series A, 1985 Series B, 1987 Series A, PP, RR, EE, MMP, MMP No. 2, 1989 Series A 1990 Series A and 1993 Series D which were issued under Supplemental Indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, December 1, 1940, September 1, 1947, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, December 15, 1970, November 15, 1971, January 15, 1973, May 1, 1974, October 1, 1974, January 15, 1975, November 1, 1975, February 1, 1976, June 15, 1976, July 15, 1976, October 1, 1977, March 1, 1977, July 1, 1979, March 1, 1977, March 1, 1977, March 1, 1977, September 1, 1979, July 1, 1977, July 1, 1979, September 15, 1979, October 1, 1977, June 1, 1978, October 1, 1977, July 1, 1979, January 1, 1980, August 15, 1980, November 1, 1981, October 1, 1984, May 1, 1985, May 15, 1985, January 31, 1987, June 1, 1978, October 15, 1978, December 15, 1975, February 15, 1977, September 1, 1979, June 15, 1989 February 15, 1990 and March 15, 1993 have matured or have been called for redemption and funds sufficient for such payment or redemption have been irrevocably deposited with the Trustee for that purpose; and Certificates of Provision for Payment have been recorded in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, with respect to all bonds of Series A, B, C, D, E, F, G, H, K, L, M, O, W, BB, CC, DDP Nos. 1 and 2, FFR Nos. 1-3, GGP Nos. 1 and 2, IIP No. 1, JJP No. 1, KKP No. 1, LLP No. 1 and GGP No. 8.

**PART III.**

**THE TRUSTEE.**

**Terms and  
conditions of  
acceptance of  
trust by Trustee.**

The Trustee hereby accepts the trust hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture, as amended to date and as supplemented by this Supplemental Indenture, and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for and in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

**PART IV.**

**MISCELLANEOUS.**

**Confirmation of  
Section 318(c) of  
Trust Indenture  
Act.**

Except to the extent specifically provided therein, no provision of this supplemental indenture or any future supplemental indenture is intended to modify, and the parties do hereby adopt and confirm, the provisions of Section 318(c) of the Trust Indenture Act which amend and supercede provisions of the Indenture in effect prior to November 15, 1990.

**Execution in  
Counterparts.**

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

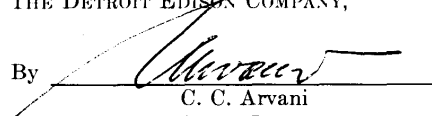
**Testimonium.**

IN WITNESS WHEREOF, The Detroit Edison Company and First Chicago Trust Company of New York have caused these presents to be signed in their respective corporate names by their respective Chairmen of the Board, Presidents, Vice Presidents, Assistant Vice Presidents, Treasurers or Assistant Treasurers and impressed with their respective corporate seals, attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.


(Corporate Seal)

THE DETROIT EDISON COMPANY,


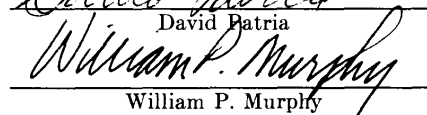
By

  
 C. C. Arvani  
 Assistant Treasurer
**Execution.**

Attest:

  
 Jack L. Somers  
 Assistant Corporate Secretary

Signed, sealed and delivered by THE  
 DETROIT EDISON COMPANY, in the  
 presence of

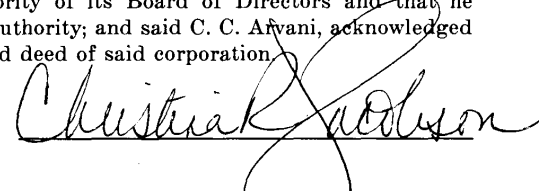
  
 David Patria  
  
 William P. Murphy

STATE OF MICHIGAN  
 COUNTY OF WAYNE ss.:

**Acknowledgment  
of execution  
by Company.**

On this 18 day of May, 2001, before me, the subscriber, a Notary Public within and for the County of Wayne, in the State of Michigan, personally appeared C. C. Arvani, to me personally known, who, being by me duly sworn, did say that he does business at 2000 2nd Avenue, Detroit, Michigan 48226 and is the Assistant Treasurer of THE DETROIT EDISON COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that he subscribed his name thereto by like authority; and said C. C. Arvani, acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

  
 CHRISTINA R. JACOBSON  
 NOTARY PUBLIC WAYNE CO., MI  
 MY COMMISSION EXPIRES Mar 10, 2005

FIRST CHICAGO TRUST COMPANY OF  
New York,

(Corporate Seal)

By

*Scully*

Steven Wagner  
Vice President

Attest:

*J. Michael Banas*

Signed, sealed and delivered by  
FIRST CHICAGO TRUST COMPANY  
of New York, in the presence of

*Darlene Morrey*

*Antionette Square*  
ANTIONETTE SQUARE

STATE OF ILLINOIS  
COUNTY OF COOK

ss.:

Acknowledgment  
of execution  
by Trustee.

On this *18th* day of *May*, 2001, before me, the subscriber, a Notary Public within and for the County of Cook, in the State of Illinois, personally appeared Steven Wagner, to me personally known, who, being by me duly sworn, did say that his business office is located at One Bank One Plaza, Chicago, Illinois, and he is a Vice President of FIRST CHICAGO TRUST COMPANY of New York, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that he subscribed his name thereto by like authority; and said Steven Wagner acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

*Lisa A. Nix*

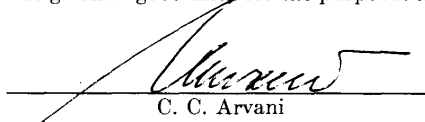




STATE OF MICHIGAN  
COUNTY OF WAYNE ss.:

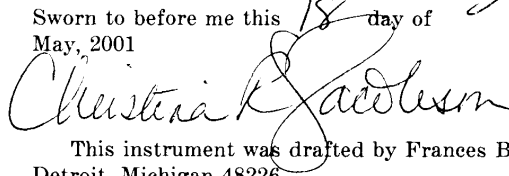
Affidavit as to  
consideration  
and good faith.

C. C. Arvani, being duly sworn, says: that he is the Assistant Treasurer of THE DETROIT EDISON COMPANY, the Mortgagor named in the foregoing instrument, and that he has knowledge of the facts in regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate, and that the same was given in good faith for the purposes in such instrument set forth.



C. C. Arvani

Sworn to before me this 18 day of  
May, 2001



CHRISTINA R. JACOBSON  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Mar 10, 2005

This instrument was drafted by Frances B. Rohlman, Esq., 2000 2nd Avenue,  
Detroit, Michigan 48226